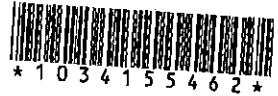


EXHIBIT 2



IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

NEIL ERBE

Plaintiff,

vs.

AAA FIRE AND CASUALTY
INSURANCE COMPANY, CSAA
FIRE AND CASUALTY INSURANCE
COMPANY, ACA INSURANCE
COMPANY,

Defendants.

LINDA G. MORRISSEY

CJ-2016-03014

Case No.

DISTRICT COURT
FILED

AUG 19, 2016

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

PETITION

Plaintiff, Neil Erbe (hereinafter "Plaintiff"), for his claims against AAA Fire and Casualty Insurance Company, CSAA Fire and Casualty Insurance Company, and ACA Insurance Company states as follows:

1. Plaintiff is a resident of the City of Tulsa located in Tulsa County, Oklahoma.
2. To the best of the Plaintiff's knowledge and belief, Defendants are corporations with their principal place of business in a state other than Oklahoma, but who do transact business in Oklahoma.
3. Plaintiff entered into an insurance contract with AAA Fire and Casualty Insurance Company that provided homeowners coverage for his residence, household contents, and other coverages, as described in insurance policy # H03-003100899. Plaintiff's insured property is located in Tulsa County, Oklahoma.
4. Defendants generally represent, directly through the acts and statements of representatives and agents and generally through public advertisements, that they would conduct

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SALLY HOWE SMITH
COURT CLERK

themselves in accordance with Oklahoma law and would fully and fairly investigate and pay claims. Plaintiff relied on these representations.

5. On or about January 7th, 2014, Plaintiff's property, which was insured by the subject homeowner's insurance policy, was damaged as a result of an upstairs bathroom pipe exploding, causing a sudden and accidental discharge of water into the home. Specifically, the premises sustained multiple varieties of damage, including, but not limited to, flooding damage throughout the house, damage to a number of air ducts, and personal property damage.

6. Plaintiff properly and timely submitted a claim to Defendants for the damage resulting from the January 7th, 2014, accident. Defendants have confirmed that Plaintiff's property had, in fact, sustained physical damage as a result of the January 7th, 2014, accident. Defendants have attempted to pay less than the full amount of benefits that the Plaintiff is entitled to under the policy of insurance.

FIRST CAUSE OF ACTION
BREACH OF CONTRACT

7. Plaintiff entered into a contract of insurance with one or more of the Defendants to provide coverage for his dwelling and personal property. The homeowner's policy with Defendants was in full force and effect at all material times hereto.

8. Plaintiff provided proper and timely notice to Defendants of his claims arising from the January 7th, 2014, accident.

9. Plaintiff has in all material ways complied with the terms and conditions of the policy.

10. Defendants, however, have breached their contractual obligations under the terms and conditions of the insurance contract with Plaintiff by failing to pay Plaintiff all benefits to which he is entitled under the terms and conditions of the policy.

11. As a result of Defendants' breach of contract and other wrongful conduct, Plaintiff has sustained financial losses, mental and emotional distressed and have been damaged in an amount in excess of seventy-five thousand dollars (\$75,000.00), exclusive of attorney's fees, costs and interest.

SECOND CAUSE OF ACTION
BAD FAITH

13. Plaintiff re-adopts and re-pleads all of the foregoing paragraphs, and for his claim against Defendants would further allege as follows:

- A. Failing to pay the full and fair amount for the property damage sustained by the Plaintiff from the January 7th, 2014, accident in accordance with the terms and conditions of their insurance policy;
- B. Failing to pay all additional coverages due and owing to Plaintiff under the terms and conditions of the homeowner's policy, thereby unfairly and without valid basis, reducing the fair amount of Plaintiff's claim;
- C. Purposefully, wrongfully and repeatedly withholding pertinent benefits, coverages and other provisions due to Plaintiff under the terms and conditions of their insurance policy in violation of unfair claims settlement practices act, 36 O.S. §1250.1-1250.16;
- D. Purposefully, wrongfully and repeatedly failing to communicate all coverages and benefits applicable to Plaintiffs' claim;
- E. Failing to reasonably and promptly investigate the claim and failing to reasonably communicate to the Plaintiff the nature, scope and results of any investigation; and

F. Forcing Plaintiff to retain counsel to recover insurance benefits to which they were entitled under the terms and conditions of their insurance contract.

20. Defendants' obligations arise both from the express written terms of the policy and from the Oklahoma Insurance Code. Moreover, Defendants have certain common law duties owed to the Plaintiff under the case law in Oklahoma. Defendants' failure to implement and/or follow Oklahoma statutory insurance code and Oklahoma's common law constitutes bad faith.

21. The conduct of Defendants as described above, constitutes bad faith and is a material breach of the terms and conditions of the insurance contract between the parties.

22. As a direct result of Defendants' bad faith, Plaintiff's claim was unnecessarily delayed, inadequately investigated, and wrongly undervalued. Said actions resulted in additional profits and financial windfall for Defendants. As a result of Defendants' conduct, Plaintiff has sustained financial losses, mental and emotional distress and has been damaged in an amount in excess of seventy-five thousand dollars (\$75,000), exclusive of attorney fees, costs and interest.

23. Defendants' conduct was intentional, willful, malicious and in reckless disregard of the rights of Plaintiffs, and is sufficiently egregious in nature so as to warrant the imposition of punitive damages.

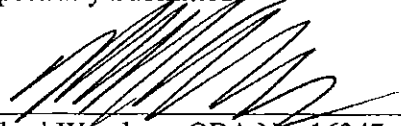
PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment in his favor and against Defendants for:

1. Payment of all contractual benefits due and owing under the subject policy of insurance caused by the January 7th, 2014, accident, with interest on all amounts;
2. Compensatory damages for delay, infliction of emotional stress and mental pain and suffering;

3. Punitive damages associated with Defendants' breach of the duty of good faith and fair dealing; and
5. All damages, contractual, compensatory, and punitive, in an amount in excess of seventy-five thousand dollars (\$75,000.00);

Respectfully Submitted



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JURY TRIAL DEMANDED